

AG Contract No. KR97-0066TRN  
ADOT ECS File No. JPA 96-151  
Project: RAM-600-7-305/H4314 01D  
Section: Southeast Valley Regional  
Drainage System, Price - 56th St.  
IGA FCD 96029

**INTERGOVERNMENTAL AGREEMENT**  
FOR THE DESIGN, CONSTRUCTION, OPERATION  
AND MAINTENANCE OF THE SOUTHEAST VALLEY  
REGIONAL DRAINAGE SYSTEM (SEVRDS)

AMONG

THE STATE OF ARIZONA,  
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
AND  
THE CITY OF CHANDLER

THIS Agreement is entered into 14 MAY 1997,  
pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as  
amended, among the State of Arizona, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the STATE), the FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY, acting by and through its BOARD of DIRECTORS (the  
DISTRICT) and the CITY of CHANDLER, ARIZONA, acting by and through its  
CITY COUNCIL, (CHANDLER).

**I. RECITALS**

1. The STATE is empowered by the Arizona Revised Statutes Section 28-108 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.

2. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

3. CHANDLER is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of CHANDLER.

NO. <u>21549</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/14/97</u>
<u>Jane Lee Hunt</u> Secretary of State
By <u>Vicky Greenwald</u>

4. The STATE is planning the future construction of SR-202L (the Santan Freeway) between Interstate 10 ( I-10) and SR-101L (the Price Freeway). Included in this project are drainage facilities that will not only protect the freeway and adjacent lands but will also provide a regional drainage outfall (SEVRDS) for the Price Freeway south of Galveston Street and for much of the southeast valley area.

5. The Gila River Indian Community (GRIC) has granted a perpetual drainage easement to the STATE to allow the discharge of drainage from the freeway drainage system as long as certain water quality requirements are met. The STATE and the GRIC will enter into a separate agreement for the construction of the outfall facilities across GRIC tribal lands to the drainage easement.

6. The construction of the SR-202L between I-10 and SR-101L is currently scheduled to be completed in 2007. CHANDLER and the southeast valley are rapidly urbanizing and are in need of a comprehensive regional drainage outfall to evacuate existing municipal detention basins and provide an outfall for planned municipal storm drain systems. The DISTRICT has been coordinating with the STATE, CHANDLER, and the GRIC for the permitting , design and construction of the regional drainage facilities prior to construction of the SR-202L transportation features.

7. The purpose of this Agreement is to define the responsibilities for the STATE, the DISTRICT and CHANDLER for the permitting, design, acquisition of right-of-way, utility relocations, construction, construction management and administration, and operations and maintenance of the drainage features included in the SERVDS, herein referred to as the "PROJECT", as identified in Exhibit "A", attached hereto and made a part hereof.

8. Should the STATE or CHANDLER require construction of facilities not identified in Exhibit "A", the DISTRICT will construct said facilities and invoice the requesting party for contract construction costs plus construction management and administration costs, later defined herein. Modifications or additions to the PROJECT will be reviewed and agreed to by the affected parties along with their associated costs, prior to the commencement of said work.

9. The STATE and CHANDLER have entered into an Intergovernmental Agreement (JPA 90-108; Price Freeway, Galveston St. to Frye Road). CHANDLER funds authorized in that Agreement will be used towards the construction of the PROJECT, as defined in paragraph 7 above.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## II. SCOPE

### 1. The STATE will:

a. Acquire all rights of way and permits necessary to implement the PROJECT. The STATE shall certify to the DISTRICT that STATE owned land rights are sufficient to construct the PROJECT.

b. Provide to the DISTRICT, at no cost, all Federal, STATE and Local permits necessary to construct the PROJECT.

c. Serve as the lead agency for the design of the PROJECT and shall pay for all costs associated with the PROJECT design. The design effort shall include the preparation of construction plans and specifications and any during- and post-design services required for the implementation of the PROJECT and for the relocation of CHANDLER owned utilities in STATE acquired rights-of-way.

d. Serve as the lead agency for the coordination and funding of all PROJECT required utility relocations. The cost of any utility relocations performed as part of a construction contract, paid for and managed by the DISTRICT, shall be reimbursed to the DISTRICT within forty-five (45) days from the receipt of invoice.

e. Conduct public meetings, information campaigns or other public involvement activities as may be required for the design and construction of the PROJECT.

f. Remove or have removed, in a timely manner at its cost, all structures requiring demolition and all associated utilities from STATE owned or controlled rights of way prior to the advertisement of a PROJECT construction contract.

g. Fund one hundred percent (100%) of the cost for non-drainage features constructed as part of a PROJECT contract requested by the STATE, to include any associated change orders or construction claims. The STATE shall pay to the DISTRICT eight percent (8%) of the requested feature cost for construction management and administration. Payment will be made to the DISTRICT within forty five (45) days of receipt of invoice.

h. Monitor construction and designate a STATE employee to coordinate construction with the DISTRICT and CHANDLER. The STATE shall participate in the final inspection of the PROJECT with the other parties and accept the PROJECT.

i. Fund any landscaping or aesthetics features that are constructed as part of the PROJECT and that are not integral to the performance of the drainage components. The STATE shall reimburse to the DISTRICT one hundred percent (100%) of the costs of any landscaping or aesthetic features constructed by a DISTRICT managed contract in accordance with the terms of paragraph g above.

j. Upon acceptance of each phase of the PROJECT, assume the PROJECT operation and maintenance responsibility for that phase of the PROJECT.

2. The DISTRICT will:

a. Be a member of the design selection committee with the STATE, and shall review and comment on the design and construction plans and specifications.

b. Coordinate with the STATE and shall review and comment on utility relocations that could conflict with the implementation of the PROJECT.

c. Fund one hundred percent (100%) of the construction costs, not to exceed \$12.0 million for those PROJECT features specifically identified in EXHIBIT "A" and not identified as being funded by the STATE. The estimated amount of DISTRICT funding is \$10.6 million which includes \$109,311, to be reimbursed to the City of Tempe as described in paragraph d. below.

d. Reimburse to the City of Tempe \$109,311 for basin excavation performed by Tempe in 1995 in accordance with a Letter of Intent, included in EXHIBIT "B".

e. Fund one hundred percent (100%) of construction change orders and construction claims, with the exception of the following described in paragraph f. below:

f. Those change orders or claims resulting from the specific requests or the actions of the other parties to this Agreement will be funded by those parties within forty-five (45) days of invoice by the DISTRICT.

g. Be the lead agency in the construction and construction management of the PROJECT.

h. Act as contracting agency for the construction of the PROJECT and perform all services necessary to administer construction, including, but not limited to, the following described in paragraphs i. through q. below:

i. Issue invitations for bids; receive, protect and open bids; determine the lowest responsible and responsive bidder; award the contract; and issue the notice to proceed.

j. The construction management of the PROJECT using in-house staff or a consulting firm.

k. Provide for facilities and personnel to carry out the necessary work of contract administration.

l. Pay the contractor as provided in the contract(s).

m. Advise, consult with, and seek written concurrence from the other parties to this Agreement within five (5) working days on any submittal matters in which the other parties to this Agreement could have a financial interest. If concurrence is not obtained within ten (10) working days, it is agreed that work shall proceed while attempts at reaching concurrence are made.

n. Coordinate the final inspection of the PROJECT with the other parties to this Agreement to enable their participation so as to determine whether all work has been performed in accordance with contractual requirements and obligations.

o. Take reasonable and necessary action to dispose of all contractual and administrative issues arising out of any contracts awarded by the DISTRICT under this Agreement. This includes, but is not limited to, disputes, claims, protests of award, and source evaluations.

p. Agree that to the extent the contractor provides general, automobile and professional liability insurance, the other parties to this Agreement will be named as additional insured on those policies.

q. Provide record drawings of all new construction to the other parties to this Agreement at the completion of the PROJECT.

r. Acquire and have installed the equipment necessary to establish a monitoring station to collect water samples and data for discharges to the PROJECT outfall channel. The DISTRICT shall own this station to be installed on STATE property.

s. Operate and maintain the monitoring station and have periodic samples analyzed at a licensed laboratory qualified to perform such tests to analyze the system discharge to the GRIC. The DISTRICT agrees to operate and maintain the station for five (5) years from its installation. After four (4) years the parties shall mutually determine whether the DISTRICT or one of the other parties should continue operating the station beyond the initial five (5) years.

t. Participate, as necessary, in the public involvement activities which are conducted by the STATE.

3. CHANDLER will:

a. Provide to the STATE and the DISTRICT all CHANDLER issued permits necessary to construct, operate and maintain the PROJECT, at no cost to the STATE or the DISTRICT.

b. Provide any CHANDLER owned rights-of-way or easements necessary to construct, operate and maintain the PROJECT, at no cost to the STATE or the DISTRICT, as long as such rights-of-way or easements will not interfere with or be detrimental to CHANDLER's needs.

c. Fund approximately \$1.1 million of the PROJECT, as authorized in Intergovernmental Agreement JPA 90-108. These funds shall be transferred to the DISTRICT to construct the PROJECT as identified in Exhibit "A", no sooner than July 1, 1997 and no later than June 30, 1998.

d. Review and comment on the PROJECT design and utilities relocation plans. CHANDLER shall use its best efforts to have privately-owned utilities within its rights-of-way, without prior rights that are in conflict with the PROJECT, relocated prior to the construction of the PROJECT, at no cost to the PROJECT to the extent allowed by law.

e. Monitor construction and designate a CHANDLER employee to coordinate utility relocations and construction of the PROJECT with the STATE and the DISTRICT. CHANDLER shall participate in the final inspection of the PROJECT, as necessary.

f. Participate , as necessary, in the public involvement activities which are conducted by the STATE.

g. Fund one hundred percent (100%) of the cost of features included in a PROJECT construction contract that are requested by CHANDLER including CHANDLER utilities without prior rights, and all associated change orders or construction claims that are not a PROJECT feature identified in Exhibit "A". CHANDLER shall reimburse the DISTRICT within forty-five (45) days receipt of invoice for the cost of features, plus eight percent (8%) for construction management and administration.

### III. MISCELLANEOUS PROVISIONS

1. Each party to this Agreement (indemnitor) shall, to the extent legally permissible by law, indemnify, defend and save harmless the other (indemnitee) including, agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for their own negligence or wrongful acts as provided by law.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. This Agreement shall remain in force and effect for ten (10) years or until the PROJECT is constructed, whichever is less, except for the provision in II.2.s. which shall be for five (5) years; and for provisions concerning operations and maintenance, which shall be perpetual. This Agreement may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other parties.

7. Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this PROJECT, including but not limited to the following, unless specifically identified otherwise in this Agreement: design, land acquisition, inspection, public involvement, permitting, management and administration, and operation and maintenance.

8. All notices or demand upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th AVE., Mail Drop 616E  
Phoenix, Arizona 85007

Flood Control District of Maricopa County  
Chief Engineer and General Manager  
2801 W. Durango St.  
Phoenix, Arizona 85009

City of Chandler  
Public Works Director  
200 E. Commonwealth Ave.  
Chandler, Arizona 85225

9. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of that it is in proper form.


10. If legislation is enacted after the effective date of this Agreement which changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

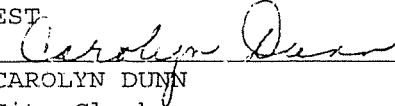
CITY OF CHANDLER

STATE OF ARIZONA

Department of Transportation

By   
JAY TIBSHRAENY  
Mayor

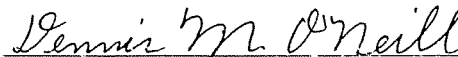
By   
PETER L. ENO  
Contractor Administrator

ATTEST  
By   
CAROLYN DUNN  
City Clerk

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed, pursuant to Arizona Revised Statutes 11-952, the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of March, 1997




Attorney

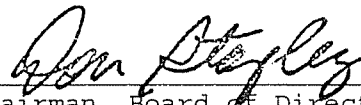


## FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Recommended by:

 2.26.97  
STANLEY L. SMITH, JR., P.E. Date  
Interim Chief Engineer and General Manager

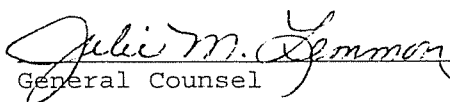
Approved and Accepted:

By:   
Chairman, Board of Directors

ATTEST

By:  MAR 26 1997  
Clerk of the Board Date

The foregoing Intergovernmental Agreement IGA FCD-96029 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

 2/27/97  
General Counsel Date

RESOLUTION

BE IT RESOLVED on this 7th day of October 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Flood Control District of Maricopa County for the purpose of defining responsibilities for the design, construction and maintenance of the Southeast Valley Regional Drainage System to provide drainage for the Santan Freeway (SR-202L).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

# FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

## AGENDA INFORMATION FORM

☒ Action
 ☐ Presentation
 ☐ Presentation & Action

Agenda Number

<b>Department:</b> Flood Control District		DEPT(2) FY(2) SEQ(3) TYPE(1) EXTEN(2)
<b>Category:</b> Operations - Infrastructure		<b>C- 69 97 048 2</b>
<b>Contact:</b> Donald J. Rerick	<b>Phone:</b> 506-4878	<b>Continued from meeting of:</b>
<b>Return to:</b> Dortha Klaahsen	<b>Location:</b> FCD - Contracts	<b>Phone:</b> 4433

**Action requested:** (Include what, with whom, when, where, why, how much (\$) and terms): *and the State of Arizona,*  
 Approve and adopt Intergovernmental Agreement (IGA) FCD-96029, between the Flood control District (District) and the City of Chandler (City), for the Southeast Valley Regional Drainage and Outfall System (SEVRDS) project.

**Complete description of requested action:** (Include, if applicable, background, impact, long-term commitment):  
 The SEVRDS project is authorized by Resolution FCD 93-01, approved by the Board of Directors on April 21, 1993. The Project will be designed and constructed in three phases. The project includes design and construction of a detention basin complex, a channel and box culvert system to drain the basin complex to the Gila Drain Floodway, and a channel and box culvert collector system to collect and convey storm water to the basin complex.

The estimated Project construction cost is \$19,000,000. The District will fund approximately \$11,700,000, of which the City of Chandler will reimburse approximately \$1,100,000, for a net project cost to the District of \$10,600,000. ADOT will fund the remaining construction costs, estimated to be \$7,300,000. ADOT will also fund all utility relocations, acquire and fund all rights-of-way for the project, and is funding and administering the design contract. ADOT will be responsible for the operation and maintenance of the completed project. Intergovernmental Agreement IGA FCD-96029 has been developed between the District, ADOT and the City to define all of the project responsibilities.

The Phase 1 basin complex rights-of-way have been acquired, and plans and specifications will be completed in February 1997. Construction is expected to begin in May 1997, subject to the approval of the Board. Funds for the District's share of the construction costs for the entire SEVRDS project have been programmed in the District's 5-year CIP budget.

**Expenditure Impact by FY(s):** (Provide detail on Financial Form)

FY 97 - \$ 659,000      FY 98 - \$4,941,000  
 FY 99 - \$2,740,000      FY 00 - \$3,360,000

Please return an executed copy to ☐ No financial impact  
 the Clerk of the Board of Supervisors

**Routing & Approval** (Sign & Date) (Per Responsibility of Signers Guidelines)

1. Dept <i>Stanley L. Smith</i>	Date <i>2-15-97</i>	6. Mat. Mgt <i>Walt O. O'Connell</i>	Date <i>2/27/97</i>
2. CO N/A	Date	7. HR N/A	Date
3.	Date	8. Legal <i>Julie M. Lemmon</i>	Date <i>2/27/97</i>
4.	Date	9. OMB <i>Bob H. H. H.</i>	Date <i>3/10/97</i>
5. FEMD N/A	Date	10. CAO <i>Walt O. O'Connell</i>	Date <i>3/17/97</i>

**Board of Directors Action**

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Amended as follows:	
<i>Stanley L. Smith</i> Clerk of the Board	Date <i>3/26/97</i>

RESOLUTION NO. 2607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE SOUTHEAST VALLEY REGIONAL DRAINAGE SYSTEM (SEVRDS).

WHEREAS, the City of Chandler is in need of facilities to accommodate storm drainage and provide an outfall for City detention basins; and

WHEREAS, the State of Arizona is in need of facilities to accommodate storm drainage for the Price and Santan Freeways, and

WHEREAS, the City of Chandler has previously entered into an intergovernmental agreement with the Arizona Department of Transportation to participate in constructing regional drainage facilities for the mutual benefit of the State and the City; and

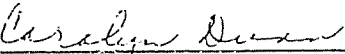
WHEREAS, the Flood Control District of Maricopa County has allocated funding for participating in the Southeast Valley Regional Drainage System that addresses the needs of the City and the State, and


WHEREAS, an intergovernmental agreement is needed to specify responsibilities among the City, State, and County regarding the design, construction, operation, and maintenance of the Southeast Valley Regional Drainage System,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona that the Mayor be authorized to sign and execute said agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this 13th day of March, 1997.

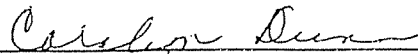
ATTEST:

  
CITY CLERK

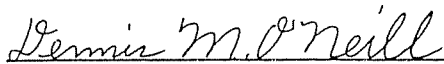
  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 2607 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 13th day of March, 1997, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

# "SOUTHEAST VALLEY REGIONAL DRAINAGE SYSTEM CONSTRUCTION PHASING"

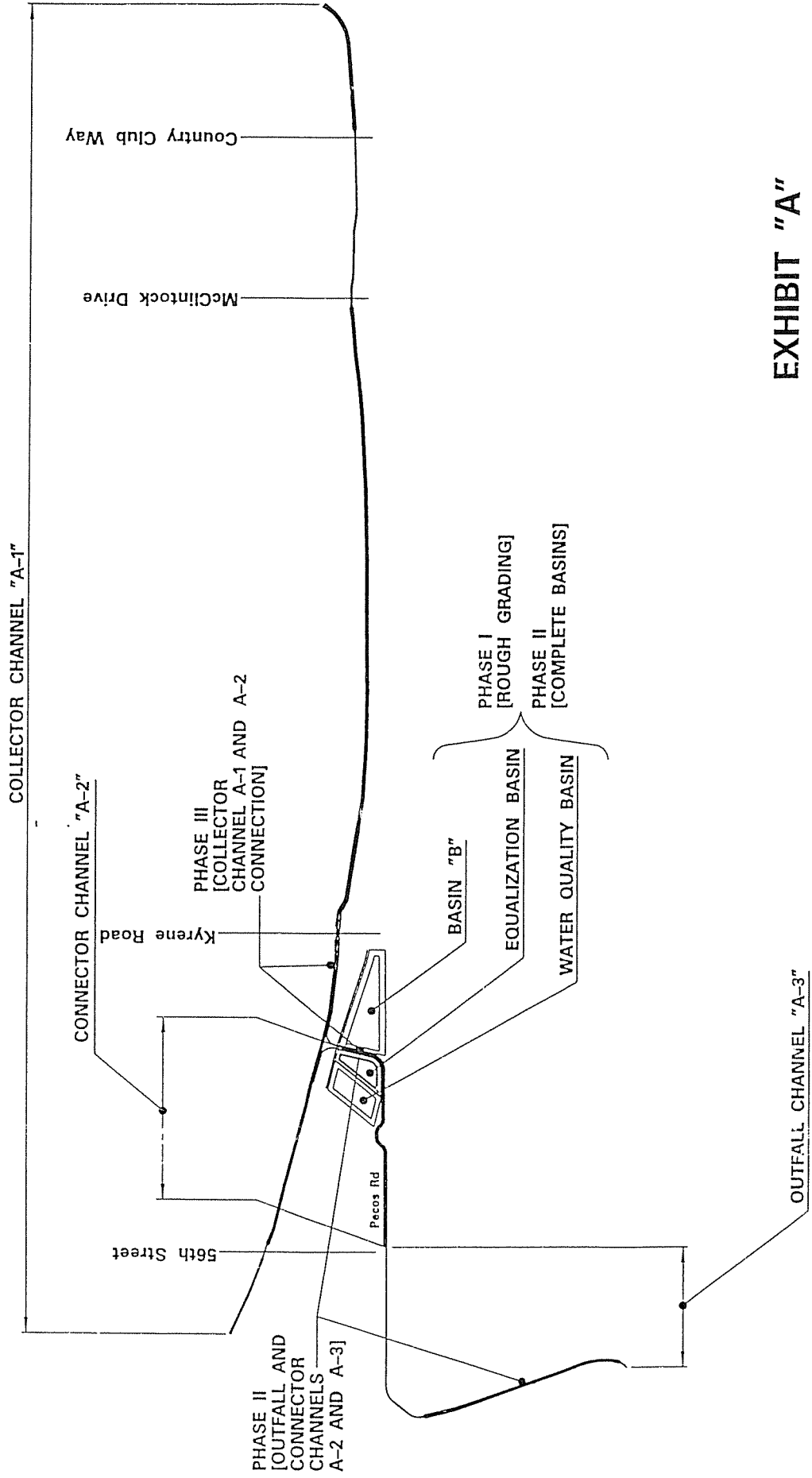
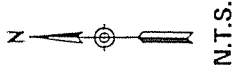


EXHIBIT "A"  
FCD IGA 96029

(1/29/97) JPA 96-151

EXHIBIT "A"

FCD IGA 96029

JPA 96-151

ELEMENTS AND FEATURES OF THE S.E.V.R.D.S.

PHASE I & II

1. Water Quality Basin
2. Equalization Basin
3. Basin "B"

PHASE II

1. Connector Channel "A-2" - Length = 1184 Meters
2. Reinforced Concrete Box Culvert I-10 to 56th Street - Length = 950 Meters
3. Outfall Channel "A-3" - Length = 1036 Meters
4. Reinforced Concrete Box Culvert, Gila Drain Floodway - Length = 36 Meters

PHASE III

1. East Collector Channel "A-1" - Length = 5228 Meters
2. Reinforced Concrete Box Culvert, McClintock Road & "U" Channel - Length = 92 Meters
3. Reinforced Concrete Box Culvert, Kyrene Road - Length = 40 Meters
4. McClintock Drive to Country Club Way - Length = 785 Meters. Deferred to Santan Freeway (Price/Santan T.I., West Half), (ADOT Cost, Potential FCD Cost Share, if funds available.)
5. West Collector Channel "A-1" - Length = 1482 Meters. Deferred to Santan/I-10 T.I., East Half, (ADOT Cost west of 56th Street, Potential FCD Cost Share east of 56th Street, if funds available.)
6. Kyrene Road Pump Station. Deferred to Santan Freeway (Kyrene Pumphouse), (ADOT Cost.)
7. Reinforced Concrete Box Culvert, East Collector Channel to Connector Channel - Length = 105 Meters. Deferred to Santan/I-10 T.I., East Half, (ADOT Cost.)
8. 56th Street Pipe Culverts - Length = 53 Meters. Deferred to Santan/I-10 T.I., East Half, (ADOT Cost.)
9. Reinforced Concrete Box Culvert, West Collector Channel to Connector Channel - Length = 100 Meters. Deferred to Santan/I-10 T.I., East Half, (ADOT Cost.)

Note: Construction Costs Funded by Flood Control District unless otherwise noted.

(1/29/77)

EXHIBIT "B"  
FCD IGA 96029  
ADOT JPA 96-151

LETTER OF INTENT

This Letter of Intent (LOI), between the Arizona Department of Transportation ("ADOT"), Flood Control District of Maricopa County ("FCDMC") and the City of Tempe ("Tempe") is entered into for the purposes of acknowledging the intent of the above entities to enter into an agreement to enhance Tempe's ability to complete the below described project in a timely and cost effective manner.

The parties recognize that it is in the best interests of the State of Arizona to cooperate with the National Football League and the Arizona Superbowl Host Committee in their efforts to use a site within the Tempe Rio Salado Project for the NFL Experience. The NFL Experience is a football oriented theme park, operated up to two weeks before the 1996 Superbowl. Intended for the general public, a portion of ticket proceeds are donated by the NFL to Valley charities. Upon completion of construction, this site will continue to provide long term event staging and parking opportunities for the State.

To accomplish this agreement it is necessary to import up to 230,000 cubic yards of fill material to the site and provide a high level of compaction to insure stability. This LOI embodies a concept by which the necessary borrow material will be obtained from the future Southeast Valley Regional Drainage System. Material from this site had been planned for use by ADOT on the Red Mountain Freeway System. Tempe has offered to ADOT stock piled fill material at a Mesa site that provides a significantly shorter haul distance. The purpose of this LOI is to complete the necessary material trades to allow Tempe to backfill the NFL Experience site. The shorter haul distance of the stockpiled material may result in a cost savings to both ADOT and the FCDMC if it is used as a borrow source for the Red Mountain Freeway.

An aggressive construction schedule is necessary to complete the project. As time is of the essence, this LOI will serve as a basis for all parties to move forward within the perspective agencies to seek approval of an Intergovernmental Agreement covering the terms defined below. It is understood that this agreement represents a staff consensus, however, additional approvals are necessary to fully consummate.

EXHIBIT "B"  
FCD IGA 96029  
ADOT JPA 96-151

In order for the City of Tempe to move forward immediately with contract bidding, the following represents the general areas of performance needed by the parties to effectuate this project:

Tempe will:

1. Prepare, execute and administer all necessary construction documents relating to the backfill project.
2. Prepare an excavation plan of the borrow site in conjunction with ADOT/FCDMC criteria.
3. Administer the construction project, to include all necessary inspections.
4. Provide funds necessary to complete the project as defined within the approved construction documents.
5. Insure that the borrow pit is constructed in accordance with ADOT specifications.
6. Provide to ADOT and FCDMC verification of the amount of material removed from the ADOT detention basin. Pre-excavation and "As-built" cross-sections and calculation of the excavated quantity will be completed by a Professional Engineer or Registered Land Surveyor within 60 days of completion of the project.
7. Tempe will make available approximately 160,000 yds of stockpiled fill material located at Power Road and Brown Road. This material will be reserved for ADOT use for a period of up to two years. ADOT is not obligated to use the material.
8. Tempe agrees that ADOT may use all remaining borrow material available within the Salt River Channel for work associated with the Red Mountain Freeway.

ADOT will:

1. Provide the necessary rights of way, at no cost, for the use of a designated portion of the Southeast Valley Regional Drainage System as the location of the borrow site. The land is to be available no later than May 1, 1995 for this project.
2. Provide timely review and approval of the borrow excavation plan.
3. Agree to reduce the FCDMC's future cost-sharing with ADOT for the SEVRDS by a maximum of \$345,000 from \$10.4 million to \$10.055 million, based on the amount paid to the City of Tempe by FCDMC.



) EXHIBIT "B"  
FCD IGA 96029  
ADOT JPA 96-151

4. At their option, use the approximately 160,000 cu yds of fill material, located in the vicinity of Brown and Power Roads for use on the Red Mountain Freeway. This option will terminate after 24 months from the date of this document.

FCDMC will:

1. Provide timely review and approval of the borrow excavation plan.

2. Reimburse the City of Tempe for their costs associated with the excavation of material from the Southeast Valley Regional Drainage System in the amount of \$1.50 per cubic yard up to a maximum of 230,000 cubic yards (\$345,000). Reimbursement is to occur in 1997 as currently projected by the FCDMC. Should the SEVRDS project fail to be constructed, reimbursement would be not be authorized.

3. Participate in the Southeast Valley Regional Drainage System with a future cost-sharing with ADOT of \$10.4 million, less the amount paid to Tempe.

16.001

The foregoing letter and all of its terms and provisions is accepted this 3rd day of March, 1995.

ARIZONA DEPARTMENT OF TRANSPORTATION

By:

Its: State Engineer's Office

Richard A. Lantz

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

By:

Its: Chief Engineer and General Manager

CITY OF TEMPE

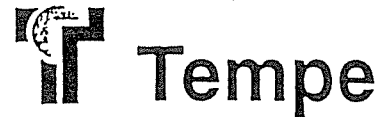
By:

Its: Deputy City Manager

Gary R. Brown

City of Tempe  
P.O. Box 5002  
31 East Fifth Street  
Tempe, AZ 85280  
602-350-8200

EXHIBIT "B"  
FCD IGA 96029  
ADOT JPA 96-151



Public Works  
Department

November 9, 1995

Dick Perreault, Project Manager  
Planning & Project Management  
Flood Control District of Maricopa County  
2801 W. Durango Street  
Phoenix, AZ 85009

Re: NFL Experience Borrow Pit-Kyrene & Pecos

Dear Mr. Perreault:

On April 25, 1995, the City of Tempe Survey Department conducted original ground cross sections of the above referenced project. On September 6, 1995, a final survey of the project was completed. The total amount of excavation for the site was 72,874 cubic yards.

Terry Bourland from ADOT has asked for our digital files on this project in order to pass on this information to the consultant working on the future design of ADOT improvements in this area. Consequently, I have submitted to him three Microstation 4.0 DGN files with the original and final survey information. This information was based on to City of Chandler horizontal and vertical datum.

If I can be of further assistance, please call.

Sincerely,

James R. Cristea, RLS  
Chief Surveyor

cc: Terry Bourland, ADOT

FLOOD CONTROL DISTRICT RECEIVED	
NOV 14 1995	
CHEIG	P & PM
DEF	REG
ADMIN	UNST
ENGINEER	FILE
DESIGN	FILE
RECORDS	FILE
AGC 1.3	

EXHIBIT "B"  
FCD IGA 96029  
ADOT JPA 96-151

Dan Sagramoso - FCD

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To: Louis Schmitt - MCDOT  
Cc: Stan Smith - FCD; Yolanda Arruda - MCDOT  
Subject: Dirt for Tempe's "NFL Experience" Site

On March 3, I signed a letter of intent, along with ADOT and Tempe. The upshot of the letter is that Tempe gets to excavate up to 230,000 cubic yards from a detention basin site that will serve the Red Mountain Freeway and is part of the future Southeast Valley Regional Drainage System. The land is to be available for excavation not later than May 1, 1995.

The District intends to reimburse Tempe for the excavation at the rate of \$1.50 per cy, and ADOT intends to reduce our cost of participation in the project by the amount we pay Tempe. We are to pay Tempe at the time the excavation of the basin actually happens, now scheduled in our CIP for 1997.

Dick Perreault is drafting this as a provision of the pending IGA among ADOT, the District, and Chandler for the Southeast Valley Regional Drainage System (Tempe is not a party to that agreement). From our perspective, the IGA will say that we will reimburse Tempe and our cost-share will be lowered by that amount.

81  
72,874 cy x 1.50/cy  
= 109,311



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0066TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 14, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/5287